

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
MIDLAND/ODESSA DIVISION**

**HEATHER LEWIS, individually and on  
behalf of all others similarly situated,  
*Plaintiff,***

**v.**

**MESQUITE SERVICES, LLC,  
*Defendant.***

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**NO. MO:17-CV-00117-DC**

**ORDER GRANTING JOINT MOTIONS FOR LEAVE TO FILE CONFIDENTIAL  
SETTLEMENT AGREEMENT UNDER SEAL AND SETTLEMENT APPROVAL**

BEFORE THE COURT is Plaintiff Heather Lewis, individually and on behalf of all others similarly situated, and Defendant Mesquite Services, LLC's Joint Motion for Leave to File Confidential Settlement Agreement Under Seal and related Joint Motion for Confidential Approval of Settlement Agreement and Dismissal with Prejudice. (Docs. 21, 22). The parties have reached a settlement and request that the Court allow their Confidential Settlement and Release Agreement (Settlement Agreement) to remain under seal, approve the Settlement Agreement, and dismiss the lawsuit with prejudice. *Id.*

In the interest of encouraging settlement negotiations and out of respect to the agreed terms of confidentiality in the parties' Settlement Agreement, the Court **GRANTS** the Joint Motion for Leave to File Confidential Settlement Agreement Under Seal. (Doc. 21). Accordingly, the Court **ORDERS** the Clerk of the Court to docket the attached Settlement Agreement under seal. (Doc. 21-1).

Further, the Court has reviewed the proposed Settlement Agreement and finds that the settlement of this action is fair to all parties, reasonably resolves a bona fide disagreement between the parties concerning the merits of the claims asserted in this action, and demonstrates

a good faith intention by the parties to fully and finally resolve all claims asserted. *Id.* Accordingly, the Court hereby enters **FINAL JUDGMENT** in accordance with Rule 41 of the Federal Rules of Civil Procedure.

It is therefore **ORDERED** that the Joint Motion for Confidential Approval of Settlement Agreement and Dismissal with Prejudice is **GRANTED**, and the Settlement Agreement is **APPROVED**. (Docs. 22, 21-1).

It is further **ORDERED** that the Clerk of the Court **CLOSE** this case.

It is finally **ORDERED, ADJUDGED, and DECREED** that all of Plaintiff's claims against Defendant are **DISMISSED WITH PREJUDICE**, with costs of court and attorney's fees being assessed against the party incurring same, except as otherwise provided in the Settlement Agreement.

It is so **ORDERED**.

SIGNED this 27th day of June, 2018.

A handwritten signature in black ink, appearing to read 'David Counts', written over a horizontal line.

DAVID COUNTS  
UNITED STATES DISTRICT JUDGE